

JPA #91-141

CONSTRUCTION  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
YAVAPAI COUNTY

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and YAVAPAI COUNTY, hereinafter called "COUNTY",

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the COUNTY is empowered by A.R.S. Section 11-251 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY,

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in YAVAPAI COUNTY. This work shall consist of the installation of new traffic signals at the following location:

NO. 16377	
FILED WITH SECRETARY OF STATE	
Date Filed	02/04/92
Richard H. Harkins	Secretary of State
By <i>Wm. V. Greenlee</i>	

SR 260 at Western Drive - MP 208.8

Project 260 YV 208 H3177 01C

Yavapai County

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall furnish all materials and construct the traffic signals on SR 260 at Western Drive - MP 208.8 in Yavapai County.

2. The COUNTY, upon completion of the work shall reimburse the STATE for 50% of the final construction and engineering costs at SR 260 at Western Drive, MP 208.8 in Yavapai County, not to exceed \$40,000 for its share of the cost of the work.

3. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals and/or highway lighting are complete, in place, and functional.

4. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. §38-511.

5. The provisions of A.R.S. §35-214 are applicable to this Agreement.

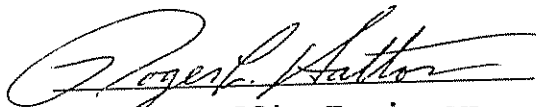
6. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

7. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

8. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the COUNTY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

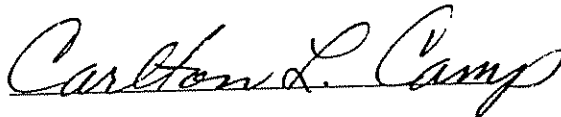
  
State Traffic Engineer

DATE:

Jan 27, 1992

YAVAPAI COUNTY

BY:



TITLE:

Chairman, Board of Supervisors

DATE:

January 6, 1992

## EXHIBIT "A"

### EXERPT FROM THE YAVAPAI COUNTY BOARD OF SUPERVISORS MINUTES OF MEETING, JANUARY 6, 1992

The Board considered approval of a construction intergovernmental agreement with the Arizona Department of Transportation for installation of traffic signals on State Route 260 at Western Drive in the area between the city of Cottonwood and the town of Camp Verde, and a letter of addendum adding traffic signals to an existing maintenance intergovernmental agreement. Chairman Camp said that he wanted to clarify that Western Drive is close to the limits of the city of Cottonwood. Chairman Camp said that there had been accidents in this area and that the faster this agreement is approved, the better. He said he believed that the signal could be functioning by March. Supervisor Brownlow moved to approve this intergovernmental agreement and the letter of addendum. He asked how the County was going to pay for these lights. Deputy County Attorney Randy Schurr said he believed there was a fund in the Engineering Department to pay for the electric bills. County Administrator Jim Holst said that \$75,000 had been allocated in the County Engineering budget for this year for County participation in the installation of signals. There was further discussion of the electric bill, during which Chairman Camp said he believed that the electricity for these signals came to approximately \$200 per month, and Supervisor Brownlow pointed out that the installation of signals in other areas of the County would be under consideration by the Board in the near future. Supervisor Feldmeier seconded the motion, which carried by unanimous vote, with no comments from the public. Supervisor Feldmeier told those present that he had received a letter from the Arizona Department of Transportation District Engineer saying that warrants had been met on Highway 69 at Prescott East Highway, and that it was being suggested that a traffic signal be considered at that location, with the Town of Prescott Valley paying 25 percent, Yavapai County paying 25 percent, and the state paying the other 50 percent. He said that the Department of Transportation was requesting that the Board offer a resolution of intent in this regard. Chairman Camp asked Public Works Director Jim Wise to bring that resolution to the Board at a future date. He then called for the vote, which was unanimously in favor of the motion.

CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS

YAVAPAI COUNTY                    )  
                                      ) ss.  
ARIZONA                            )

Ann-Lawrie Aisa, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of A.R.S. §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of A.R.S. §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: January 6, 1992

The entry in the said minutes:

SEE ATTACHED

Ann-Lawrie Aisa  
Ann-Lawrie Aisa, Clerk

SUBSCRIBED AND SWORN to before me January 14, 1992.

My Commission Expires:

My Commission Expires Sept. 22, 1997

Shirley J. Haddon  
Notary Public

EXHIBIT "B"  
APPROVAL OF THE ATTORNEY

I hereby state that I have reviewed the proposed Construction Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and YAVAPAI COUNTY and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 8th day of January, 19 92.

YAVAPAI COUNTY

BY:

Mr. Randolph J. Schurz  
County Attorney


CONSTRUCTION - TRAFFIC SIGNALS

Project 260 YV 208 H3177 01C  
SR 260 at Western Drive - MP 208.8

YAVAPAI COUNTY

RESOLUTION

BE IT RESOLVED on this 23 day of December, 1991 that I, CHARLES E. COWAN, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a Construction Intergovernmental Agreement with YAVAPAI COUNTY for the installation of traffic signals and/or highway lighting justified by a signal warrant study. The COUNTY shall reimburse the STATE for 50% of the final construction and engineering costs not to exceed \$40,000 for its share of the cost of this work. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.

  
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CHARLES E. COWAN, Director  
ARIZONA DEPARTMENT OF TRANSPORTATION